

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM313234

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Kamal Karmakar		08/05/2014	INDIVIDUAL: INDIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CitiXsys Holdings, Inc.		
<b>Street Address:</b>	308, 3rd Floor, EIB 05, P.O. Box: 502586		
<b>City:</b>	Dubai		
<b>State/Country:</b>	UNITED ARAB EMIRATES		
<b>Postal Code:</b>	73000		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86028310	IVEND RETAIL	
<b>Serial Number:</b>	86028311	IVEND RETAIL	
<b>Serial Number:</b>	86028301	IVEND POS	
<b>Serial Number:</b>	86028305	IVEND POS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6508332001		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	650.833.2373		
<b>Email:</b>	tmfilings@dlapiper.com		
<b>Correspondent Name:</b>	Paul A. McLean, Esq., DLA Piper LLP US		
<b>Address Line 1:</b>	2000 University Avenue		
<b>Address Line 4:</b>	2000 University Aven, CALIFORNIA 94303-2215		
<b>ATTORNEY DOCKET NUMBER:</b>	387261-000004		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Paul A. McLean, Esq.		
<b>Address Line 1:</b>	2000 University Avenue		
<b>Address Line 4:</b>	East Palo Alto, CALIFORNIA 94303-2215		
<b>NAME OF SUBMITTER:</b>	Paul A. McLean, Esq.		
<b>SIGNATURE:</b>	/Paul McLean/		

TRADEMARK

<b>DATE SIGNED:</b>	08/06/2014
<b>Total Attachments: 4</b> source=Assignment Agreement #page1.tif source=Assignment Agreement #page2.tif source=Assignment Agreement #page3.tif source=Assignment Agreement #page4.tif	

## ASSIGNMENT AGREEMENT

This Assignment Agreement (this "Agreement") is made as of this 5th day of August, 2014 (the "Execution Date"), by and between CitiXsys Holdings, Inc., a Delaware corporation (the "Company"), and Kamal Karmakar, a citizen of India and resident of Dubai (the "Assignor").

### BACKGROUND

A. The Company uses the trademarks, service marks, and domain names set forth in Exhibits "A" and "B" attached hereto in the conduct of its business, and Assignor holds record title to such trademarks, service marks and domain names on behalf of the Company.

B. Assignor desires to assign to the Company, and the Company desires to accept from Assignor, any and all right, title and interest of Assignor in and to the trademarks, service marks, and domain names set forth in Exhibits "A" and "B" attached hereto and made a part hereof, together with any and all common law rights and other intellectual property rights related thereto (including, without limitation, any derivations or variations of the foregoing) and any and all associated goodwill (collectively, the "Property").

NOW, THEREFORE, in consideration of the mutual promises, representations, warranties, and covenants contained herein, the parties hereby agree as follows:

### AGREEMENT

1. Assignment. Assignor hereby irrevocably assigns, conveys, transfers, and delivers to the Company, and the Company hereby accepts, any and all of Assignor's right, title and interest in and to the Property, including without limitation any and all associated goodwill, together with the right to sue for and collect upon all claims for profits and damages as a result of past, present, or future infringement, misappropriation or other violation of the Property, if any, or any portion thereof, in each case whether now existing or hereafter created or arising, together with the proceeds thereof, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made. From and after the Execution Date, Assignor shall not have, nor shall Assignor claim, any right, title or interest in and to the Property, or any portion thereof, or the associated goodwill. Assignor hereby agrees to execute any documents requested by the Company in order to effect the foregoing assignment. In consideration for the foregoing assignment, the Company shall pay the Assignor the sum of USD100.00 (USD One Hundred Dollars) cash concurrent with the execution of this Agreement.

2. Further Assistance. Assignor agrees to perform all acts deemed reasonably necessary or desirable by the Company to permit and assist the Company, at the Company's expense, to obtain and enforce the full benefits throughout the world of Assignor's assignment of all right, title and interest in the Property to the Company, including but not limited to execution of documents and assistance or cooperation in the registration and enforcement of any related rights throughout the world and to effect the assignments made hereunder. If the Company is unable for any reason whatsoever to secure Assignor's signature to any document the Company is required to execute pursuant to the foregoing, Assignor hereby irrevocably designates and appoints the Company and its duly authorized officers and agents, as their agents and attorneys-in-fact to act for and in its behalf and instead of Assignor, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of the

foregoing with the same legal force and effect as if executed by Assignor. The foregoing is deemed a power coupled with an interest and is irrevocable.

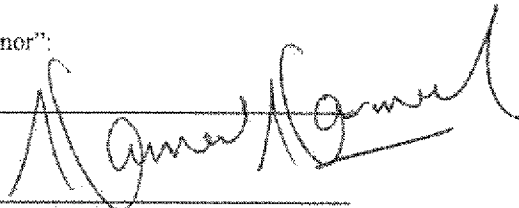
3. Assignor's Warranty. Assignor represents and warrants to the Company that Assignor: (a) has not assigned, transferred, licensed, pledged or otherwise encumbered the Property; (b) has full legal right, power and authority to enter into this Agreement and to make the assignment and that the execution, delivery and performance of the Agreement will not constitute a breach of, or conflict with, any other agreement by which Assignor is bound; and (c) is not aware of any actual or potential infringement, misappropriation or other violation of any third party's rights, including without limitation any claim or potential claim thereof, with respect to the Property.

4. General. This Agreement is being entered into in connection with the Security Purchase Agreement dated as of the even date herewith by and among the Company, CitiXsys Technologies Limited, Assignor, and the other parties thereto, and nothing in this Agreement shall be deemed to limit or restrict any provisions thereunder, and if there are any discrepancies between the Security Purchase Agreement and this Agreement, the terms of the Security Purchase Agreement shall control. This Agreement may be amended or modified only by a mutually agreed instrument in writing signed by the duly authorized representatives of both parties. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to the conflicts of laws provisions thereof. This Agreement will inure to the benefit of, and be binding upon, the successors and assigns of the parties. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. If a court of law holds any term or provision of this Agreement to be illegal, invalid or unenforceable for any reason, that term or provision shall be adjusted rather than voided, if possible, to achieve the economic effect of the illegal, invalid or unenforceable term or provision. In any event, the legality, validity and enforceability of the remaining terms and provisions of this Agreement shall not be affected thereby.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have executed this Assignment Agreement as of the Execution Date.

"Assignor":



By:

Kamal Karmakar

The "Company":

CitiXsys Holdings, Inc.



By:

Kamal Karmakar, President

TRADEMARK

REEL: 005338 FRAME: 0744

**Exhibit A**

**Property - Trademarks**

<b>Trademark</b>	<b>Number</b>	<b>Country</b>	<b>Owner</b>
IVEND RETAIL	App. No. 86028310	USA	Kamal Karmakar
IVEND RETAIL	App. No. 86028311	USA	Kamal Karmakar
IVEND POS	App. No. 86028301	USA	Kamal Karmakar
IVEND POS	App. No. 86028305	USA	Kamal Karmakar